



January 20, 2012

Affordable Housing by Lake, Inc.
Attn: Ms. Gerline Taylor, Director
710 South Bay Street
PO Box 1629
Eustis, FL 32726

Subject: Contract 12-0203, Homebuyer Services

Dear Ms. Taylor:

Attached please find a signed original contract between Lake County, Florida and your firm in support of the subject contract effort. Your firm will be contacted by the County representative (Ms. Cheryl Howell or designee) for the project regarding any contractual or operational requirements associated with scheduling and commencement of work under the project.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9424 or bschwartzman@lakecountyfl.gov.

We look forward to working with you and anticipate our mutual success on this project.

Sincerely,


Barnett Schwartzman
Procurement Services Director

Original: Affordable Housing by Lake, Inc.
Copy: County Attorney
Cheryl Howell, Public Resources/ Housing Services
Contract File

PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
AFFORDABLE HOUSING BY LAKE, INC.
FOR
HOMEBUYER SERVICES

RSQ #12-0203

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Affordable Housing by Lake Inc., a non-profit Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, pursuant to Section 420.907 through 420.9079, Florida Statutes, the State Housing Initiative Partnership (SHIP), the COUNTY is encouraged to enter into partnerships with other public and private organizations for the provision of affordable housing; and

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Proposals (RFP), #12-0203, for procurement of services from qualified firms, organizations or individuals for pre-acquisition homebuyer education counseling services and home maintenance courses; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is to acquire through contract a firm, organization or individual to provide pre-acquisition homebuyer education classes and other related services, for households participating in Lake County's federally funded HUD programs and the Home Purchase Assistance program funded through the State Housing Incentives Partnership (SHIP).

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to perform full lawn care services for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**.

3.2 Additional Services. Intentionally Deleted.

3.3 Term of Agreement. This Agreement shall commence on the date of execution by the Board of County Commissioners. The initial Agreement term is twelve (12) months. The Agreement prices shall prevail for the full duration of the initial Agreement term.

3.4 Renewal Terms. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year periods under the same terms and conditions. Continuation of this Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative, and is not a right of the CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interests of the COUNTY.

Article 4. Payment

4.1 CONSULTANT shall be paid one percent (1%) of the home sales price, not-to-exceed \$1,000, for each successful closing, with the fee to be collected at the time of closing. Fees for successful loan closings shall be indicated on the relevant settlement statement as a closing cost, and shall be included in the down payment and closing cost assistance rendered. An invoice shall be submitted at least ten (10) working days prior to the established closing date that clearly details the related charges and provides all required supporting documentation to include a copy of any class certification and a completed Housing Services reimbursement form (initial copy to be provided by the COUNTY after award).

The rate indicated above shall include all expenses incurred in carrying out the prescreening, homebuyer education, and application processes, including but not limited to labor, supervision, marketing, printing/publishing, developing the curriculum, materials and supplies for the classes, reproducing evaluation forms, certificates, name tags, pens, pencils, folders, etc., plus travel expenses to and from class locations, all office expenses, and all correspondence and postage.

4.2 CONSULTANT may invoice the COUNTY \$500.00 per household for allowing Housing Rehabilitation/Replacement clients to attend the Home Maintenance classes. This specific billing applies only to provision of training to Housing Rehabilitation/Replacement clients. An invoice shall be submitted not later than thirty (30) calendar days after the completion of training that clearly details the related charges and provides all required supporting documentation to include a copy of any class certification and a completed Housing Services reimbursement form (initial copy to be provided by the COUNTY after award).

4.3 Invoices shall be submitted by mail to the:

Lake County Housing Division
Lake County Department of Community Services
P.O. Box 7800
Tavares, FL 32778-7800

Or hand delivered to the:

Lake County Housing Division
1300 S. Duncan Drive, Building E
Tavares, FL 32778

Each invoice shall reference a detailed description of services and fees. The COUNTY will make payment in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes. Since the entire cost for the above described services is paid with State funds, qualifying organizations will be expected to comply with all the State requirements applicable to use of the funds, including receiving no payment until all required forms are completed and submitted.

4.4 THE PROGRAM HAS LIMITED FUNDING. IF THE FUNDING IS DEPLETED THE COUNTY MAY REQUIRE THE SUSPENSION OF SERVICES WITH THE OPTION OF RESUMING SERVICES ONCE FUNDING AGAIN BECOMES AVAILABLE. THE COUNTY WILL PROVIDE REASONABLE NOTICE SHOULD FUNDING HAVE TO BE SUSPENDED.

4.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

4.8 CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.4 Acceptance of Services. The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or to initiate corrective action on the part of the CONSULTANT. The CONSULTANT shall not assess any additional charges for any conforming action taken by the COUNTY under this clause, and the COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or this Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONSULTANT. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONSULTANT by the COUNTY for any contract or financial obligation.

5.5 Minimum Wages. Under this Agreement, the wage rate paid to all laborers, mechanics and apprentices employed by the CONSULTANT for the work performed under this Agreement, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

5.6 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed. The COUNTY shall be liable only for reasonable costs incurred by the CONSULTANT prior to notice of termination. The COUNTY shall be the sole judge of 'reasonable costs.'

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The CONSULTANT will be notified by letter of the

COUNTY's intent to terminate, but the 30-day advance notice requirement is waived in the event of termination for cause, and the COUNTY may procure the required goods and/or services from any source, and use any method, deemed in its best interest. All re-procurement costs shall be borne by the CONSULTANT. In the event of termination for cause, the COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with the appropriate COUNTY ordinances, resolutions and/or administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

5.7 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.8 Insurance. CONSULTANT shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements, and the CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONSULTANT is in accordance with the following minimum limits and coverage:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractual Liability

Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit

\$1,000,000

- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if any of CONSULTANT'S employees are injured, CONSULTANT will not hold the COUNTY responsible for any payment or compensation.

- (iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident

\$1,000,000

Disease-Each Employee

\$1,000,000

Disease-Policy Limit

\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

- (vi) **Lake County, A Political Subdivision Of The State Of Florida, and the Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

- (vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

- (viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

- (ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

- (x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of this Agreement for default.

(xv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

5.9 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind arising out of, relating to or resulting from the performance of the CONSULTANT's duties set forth in this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals, subcontractors or representatives. The CONSULTANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as provided herein.

5.10 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

5.11 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. The CONSULTANT shall coordinate, cooperate, and work with any other vendors retained by the COUNTY.

5.12 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.13 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records requests and shall provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this solicitation and contract shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable, and the CONSULTANT will not be eligible for any compensation.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have

any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.16 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.17 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

5.18 Omission from the Specifications. The apparent silence of this Agreement and its Exhibits regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

5.19 Risk of Loss.

A. The CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONSULTANT, and until delivery to, and acceptance of, that property to the COUNTY. The CONSULTANT shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONSULTANT or a third party.

B. The CONSULTANT shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONSULTANT shall pay all claims and losses of any nature whatsoever in

connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

5.20 Availability of Contract to Other County Departments or Agencies. The CONSULTANT hereby agrees that any COUNTY department or other agency may avail itself of this Agreement and purchase any and all items specified herein from the CONSULTANT at the prices established herein. Under these circumstances, a contract modification shall be issued by the COUNTY identifying the requirements of the additional department or agency.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Gerline Taylor, Director
710 South Bay Street
P.O. Box 1629
Eustis, Florida 32726

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibit:

Exhibit A Scope of Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 10th day of January, 2012 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

Gerline Taylor
Gerline Taylor, Director

This 13 day of December 2012.

ATTEST:

Neil Kelly
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

COUNTY

John C. ...
Chairman

This 11th day of Jan, 2012.

Approved as to form and legality:

Sanford A. Minkoff
Sanford A. Minkoff
County Attorney

EXHIBIT A SCOPE OF SERVICES

A. Pre-Screening Applicants. Every household wishing to participate in the classes shall be pre-screened for mortgage readiness. Pre-screening shall include, but is not limited to, explaining the advantages and disadvantages of homeownership to the clients, the players in the home buying process, what lenders look for, and most importantly, determining whether or not the client is mortgage-ready. The mortgage-readiness determination consists of reviewing the client's income, expenditures and debt, employment history and credit report, and determining how much house the client can afford. Clients who are not mortgage-ready will be referred to Consumer Credit Counseling Services of Central Florida. Those who are mortgage-ready shall be referred to the homebuyer classes described below.

All pre-screenings shall be performed by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or through Neighborworks America, Inc. It shall be the responsibility of the counselor to ensure all credentials are current.

B. Educational program and requirements. Homebuyer classes will begin January 1, 2012 and each qualified organization will be expected to conduct at least eight (8) classes during 2012, and a minimum of eight (8) classes per calendar year, thereafter. **Each homebuyer class shall be taught by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or Neighborworks America, Inc.** Classes may be held more frequently at the discretion of the presenter; however, calendars shall be supplied to the County. Each class shall consist of two (2) modules as follows:

1. Home Buyer Module: Total contact time shall be at least six (6) hours for the home purchase module. It shall be the responsibility of the counselor to ensure that all credentials remain current. Subject matter to be covered in the Home Buyer Module shall include, but not be limited to:

- * Overview of the home buying process
- * Lake County Home Purchase program and other housing assistance (Bond money, etc.)
- * Types of mortgages available and FHA
- * Predatory lending and foreclosure prevention
- * Escrow accounts (taxes, insurance)
- * Mortgage insurance
- * Basic underwriting readiness
- * Hints on shopping for a home (what to look for in the neighborhood)
- * Fair housing
- * Homeowners Association fees and deed restrictions
- * Energy efficiency
- * Flood insurance

2. Home Maintenance Module: Total contact time shall be at least five (5) hours for the home maintenance module. Participants may include rehabilitation and emergency repair clients not associated with a public sector-supported home purchase program. Specific billing directions for these specific participants (who will be identified via specific referral) are provided elsewhere in this scope of work. Subject matter covered shall include but not be limited to:

- * Home inspections to determine maintenance needs
- * Routine care of electrical, HVAC and plumbing systems
- * Termite protection and pest control
- * Purchase and care of appliances
- * Caring for interior surfaces and cleaning
- * Caring for yard and exterior surfaces
- * Neighborhood environment and safety
- * Home repairs (contracting vs. doing it yourself, mildew prevention, painting, plumbing, repairing screens and windows.)
- * Money management for homeowners (financial responsibility, preventing foreclosure, tax deductions, homestead exemption, homeowners insurance, records and important papers, energy conservation)

The presenting organization shall be responsible for procuring venues around the COUNTY to hold the classes. The insurance requirement elsewhere herein applies if the CONSULTANT arranges for use of a COUNTY facility in this regard.

Syllabuses for both classes shall be preapproved by the COUNTY. A draft syllabus for each class is to be provided after award in sufficient time to enable COUNTY review and comment, and any associated vendor revision, at least two (2) weeks prior to the first class presentation. Power point presentations and other visual aids shall be used in presenting the abovementioned subject matter. Each household attending shall receive one (1) set of reference materials, regardless of how many adults attend the classes. The cost of producing the materials shall be the responsibility of the presenter.

The classes shall be made available free of charge to qualified clients, but attendance is limited to households who have been pre-screened and are mortgage ready. All adults whose name will be on the mortgage must attend; other adults living within the same residence may also attend. The classes may be repeated one or more times at no additional cost to the homebuyer or the COUNTY, and may be attended on separate dates. At the end of each class every participant has the option of completing a course evaluation form prepared by the COUNTY.

The presenting organization shall be responsible for taking roll and submitting each roster to the COUNTY. The roster and course evaluation forms shall be returned to the COUNTY within two (2) business days from the date of the class.

The COUNTY will monitor the classes held by each qualified organization at least annually to ensure that the required material is being covered. The COUNTY reserves the right to monitor at any time without prior notice.

C. Loan Assistance. Each qualifying organization shall have access to a lending consortium consisting of three (3) or more lenders. There shall be an initial history of working with the lenders if a consortium needs to be formed. Additional consortium members may be added later. There must also be contractual arrangement between the organization and the lenders in the consortium requiring them to abide by COUNTY'S lending guidelines as a condition of membership.

Qualifying organizations shall take applications from households wishing to participate in the COUNTY'S Home Purchase program, who have previously been determined mortgage ready through pre-screening, and who have completed the Homebuyer and Home Maintenance classes. No application fees shall be charged to applicants. Taking the application consists of assisting the applying household to complete the application form, ensuring that the form is properly notarized, and compiling all of the necessary backup information. It is the responsibility of the organization taking the application to ensure that all of the backup documentation is included before the application packet is submitted to the COUNTY'S Housing Division for funding. Final determinations of eligibility will be made by the COUNTY. Incomplete applications will be returned along with a written explanation of the additional information needed. The organization shall also refer clients to members of its lending consortium, and shall encourage them to deal directly with lenders.